

#### DEPARTMENT OF THE NAVY BUREAU OF NAVAL PERSONNEL 5720 INTEGRITY DRIVE MILLINGTON TN 38055-0000

5720 PERS 00J6/20180541 July 19, 2018

Mr. Robert K. Rusk 22811 Bramblevine Drive Magnolia, TX 77355

Dear Mr. Rusk:

SUBJECT: YOUR FREEDOM OF INFORMATION ACT (FOIA) REQUEST

This is in response to your Freedom of Information Act (FOIA) request in which you seek personnel record information pertaining to Benjamin Q. Lancaster. Your request was received in this office on July 18, 2018, has been assigned FOIA correspondence file number CNPC20180541 by this command.

A releasable copy of responsive information is attached. The redacted portions of the released documentation are exempt from disclosure under FOIA exemption 6 [5 U.S.C. § 552(b)(6)]. Release of such information would be a clearly unwarranted invasion of the personal privacy of Benjamin Q. Lancaster and other identified individuals.

Because your request is partially denied by this command, you are advised of your right to appeal this determination in writing to the Office of the Judge Advocate General, OJAG Code 14, 1322 Patterson Avenue SE Suite 3000, Washington Navy Yard, DC 20374-5066.

If an appeal is deemed necessary, it must be received in that office within 90 calendar days from the date of this letter, in order to be considered. To expedite an appeal, you should enclose a copy of this letter and a copy of the original request along with a statement regarding why your appeal should be granted. The letter of appeal and the envelope should bear the notation, "FOIA/PA APPEAL."

I am the official responsible for the partial denial of your request. Should you wish to discuss the processing of your request, you may contact the undersigned at (901) 874-3165. You may also contact the DON FOIA Public Liaison, Christopher Julka, at <a href="mailto:Christopher.a.julka@navy.mil">Christopher.a.julka@navy.mil</a> or (703) 697-0031.

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You may also contact the Office of Government Information Services (OGIS) as they provide a voluntary mediation process for resolving disputes between persons making FOIA requests and the Department of the Navy (DON). For more information, please go to:

https://www.archives.gov/ogis/about-ogis/contact-information.

Sincerely,

D. P. GERMAN

FOIA/PA Officer

By direction

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# ENLISTMENT/REENLISTMENT DOCUMENT ARMED FORCES OF THE UNITED STATES

### PRIVACY ACT STATEMENT

AUTHORITY: 5 U.S.C. 3331; 10 U.S.C. 113, 136, 502, 504, 505, 506, 507, 506, 509, 510, 513, 515, 516, 518, 519, 972, 978, 2107, 21072, 3253, 3252, 5540, 8252, 8253, 8257, 8258, 12102, 12103, 12104, 12105, 12106, 12107, 12108, 12301, 12302, 12304, 12305, 12405; 14 USC 351, 532; 32 U.S.C. 301, 302, 303, 304; and Executive Order 9397, November 1943 (SSN).

PRINCIPAL PURPOSE(S): To record enlistment or reenlistment into the U.S. Armed Forces. This information becomes a part of the subject military personnel records which are used to document promotion, reassignment, training, medical support, and other personnel management actions. The purpose of soliciting the SSN is for positive identification.

ROUTINE USE(6): This form becomes a part of the Service's Enlisted Master File and Field Personnel File. All uses of the form are internal to the relevant Service.

DISCLOSURE: Voluntary; however, failure to furnish personal identification	n information may negate the enlistment/recall	stment application.
A. ENLISTEE/REENLIST	E IDENTIFICATION DATA	
1. NAME (Last, First, Middle) LANCASTER BENJAMIN QUADE	2 ACCIAL SECURITY NUMBER (b)(6)	1
(b)(6)) TX(b)(6)	4. PLACE OF ENLISTMENT/REENLISTME HOUSTON MEPS HOUSTON, TX 77052-0000	NT (Mil. Installation; Çily, State)
5. DATE OF ENLISTMENT/ 6. DATE OF BIRTH (YYYYMMDD) (5)(6))	7. PREV MIL SVC UPON ENLIREENLIST a. TOTAL ACTIVE MET ARY SERVICE	YEARS MONTHS DAYS
20160614	b. TOTAL INACTIVE MUTARY SERVICE	
B. AGRE	EMENTS	
8. I am enlisting/reenlisting in the United States (list branch of service this date for 8 years and 0 weeks its considere weeks will be served in the Reserve Component enlistment, I must serve a total of eight (8) years, unless I am soo authority. This eight year service requirement is called the Militar reenlistment are in Section C and Annex(es) (list name of Annex)	weeks beginningin pay grade od an active Duty Collegation, and at of the Sarvice in which I have enlisted her decharged or otherwise extended by y Sarvice Ohlination. The additional deta	the engagedate
		<del></del>
a. FOR ENLISTMENT IN A DELAYED ENTRY/ENLISTMENT/P i understand that I am joining the DEP. I understand that I am joining the DEP. I understand that Dy joining United States (list branch of service) NAVY  365 days, unless this period of time is otherwise extended by the a nonpay status and that I am not entitled to any benefits of riville limited to medical care, (liability insurance, death benefits, educate understand that the period of time while I am in the DEP is NOT of also understand that the period of time while I am in the DEP is understand that the period of time while I am in the DEP is understand recruiter informed of any changes in my physical or dependency swill be ordered to active duty unless literor to the place shown for enlistment in the Regular component of the United States (list if for not less than	righte DEP I am enlisting in the Ready Rights DEP I am enlisting in the Ready Rights as a member of the Ready Reserve on benefits, or disability retired pay if I incorreditable for pay purposes upon entry introducted toward fulfillment of my military so that I must maintain my current qualifications, qualifications, and mailing address in item 4 shove by the document of the communications of t	r a period not to exceed I understand that I am in to include, but not ur a physical disability. I a pay status. However, ervice obligation to be the pro-
b. REMARKS: (Il none, so state.) NONE		

c. The aprelments in this section and attached annex(es) are all the promises made to me by the Government. ANYTHING ELSE ANY ONE HAS PROMISED ME IS NOT VALID AND WILL NOT BE HONORED.

(Continued on Page 2)

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## C. PARTIAL STATEMENT OF EXISTING UNITED STATES LAWS

- 9. FOR ALL ENLISTEES OF REENLISTEES: I understand that many laws, regulations, and military customs will govern my conduct and require me to do things under this agreement that a civillan does not have to do. I also understand agreement into a chillan coes not have to do. I also understand that various laws, some of which are listed in this agreement, directly affect this enlistment/reenlistment agreement. Some examples of how existing laws may affect this agreement are explained in paragraphs 10 and 11. I understand that I cannot change these laws but that Congress may change these laws, or pass new laws, at any time that may affect this agreement, and that I will be subject to those laws and any changes they make to this agreement. I further understand that:
- a. My enlistmentreenlistment agreement is more than an employment agreement. It effects a change in status from civillan to military member of the Armed Forces. As a member of the Armed Forces of the United States, I will be:
- (1) Required to obey all lawful orders and perform all assigned duties.
- (2) Subject to separation during or at the end of my enlistment. If my behavior falls to meet acceptable military standards, I may be discharged and given a certificate for less than honorable service, which may hurt my future job opportunities and my claim for veteran's benefits.
- (3) Subject to the military justice system, which means, among other things, that I may be tried by military courts-martial.
- (4) Required upon order to serve in combat or other hazardous situations.
- (5) Entitled to receive pay, allowances, and other benefits as provided by law and regulation.
- b. Laws and regulations that govern military personnel may change without notice to me. Such changes may affect my status, pay, allowances, benefits, and responsibilities as a member of the Armed Forces REGARDLESS of the provisions of this enlighment. reenlistment document.
- 10. MILITARY SERVICE OBLIGATION, SERVICE ON ACTIVE DUTY AND STOP-LOSS FOR ALL MEMBERS OF THE ACTIVE AND RESERVE COMPONENTS, INCLUDING THE NATIONAL OF THE PROTOCOLOGICAL OF THE

٠.

- a. FOR ALL ENLISTEES: If this is my initial military literant and a serve a total of eight (8) years, unless I am sooner discharged or otherwise extended by the appropriate authority. This eight year service requirement is called the Military Service Obligation. Any part of that service not served on active duty must be served in the Reserva Component of the service in which I have enlisted. If this is a reenlistment, I must serve the number divers specified in this agreement, unless I am sooner discharged dright invise extended by the appropriate authority. Socialisms that affect when I may be ordered to serve on active duty, the length of my service in the Reserve Component, even beyond the eight years of my Military Service Obligation, are discussed in the following paragraphs. a. FOR ALL ENLISTEES: If this is my initial miletiment, I must
- b. I understand that I can be ordered to active duty at any time while I am a member of the DEPS in a time of war, my enlistment may be extended without my consent for the duration of the war and for six months after its and (10 US.C. 606, 12103(c)).
- c. As a memberous Reserve Component of an Armed Force, in time of war oy of nationals emergency declared by the Congress, I may, without my consent, be ordered to serve on active duty, for the entire period of the war or emergency and for six (6) months after its end (10.U.S.C.f. (2301(a)). My enlistment may be extended during this period without my consent (10 U.S.C. (12103(c)).

d. As a member of the Ready Reserve (to Include Dailyed Entry Program), in time of national emergency declared by the President, I may, without my consent, be ordered to serve on active duty, and my military service may be extended without my consent, for not more than 24 consecutive months (10 U.S.C. 12302). My enlistment may be extended during this pariod without my consent (see paragraph 100). period without my consent (see paragraph 123)

(b)(6)

- As a mamber of the Ready Resemblitmay, attany time and without my consent, be ordered to active duty to complete a total of 24 months of active duty, and my enliablent may be estended so I can complete the total of 24 months of active duty, if:
- (1) I am not assigned to, offparticipating unsatisfactorily in, a unit of the Ready Reserve and
  - (2) I have not met my Reserve obligation; and
- (3) I have not served on active duty for a total of 24 months (10 U.S.C., 12308)

  1. As a member of the Selected Reserve or as a member of the inclividual Heady Reserve mobilization category, when the President datermines that it is necessary to augment the active forces for any operational mission or for certain emergencies, I nisy, without my consent, be ordered to active duty for not then 355 days (10 U.S.C. 12304). My enlistmenting be extended during this period without my consent (see paragraph 10g).
- are serving only period members of a Reserve component are serving of solve duty pursuant to an order to active duty utiliar authority of 10 U.S.C. 12301, 12302, or 12304, the prestrent mily suspend any provision of law relating to my promotion, retherment, or separation from the Armed Forces if he offine designee determines I am essential to the national security of the United States. Such an action may result in an extension, without my consent, of the length of service appolitiod in this agreement. Such an extension is often called a stop-loss extension (10 U.S.C. 12305).
- h. I may, without my consent, be ordered to perform additional active duty training for not more than 45 days if I have not fulfilled my military service obligation and fail in any year to perform the required training duty satisfactorily. If the failure occurs during the last year of my required membership in the Beach Beach service my amiliational may be extended until In the Ready Reserves, my enlistment may be extended until I perform that additional duty, but not for more than six months (10 U.S.C. 10148).
- FOR ENLISTEES/REENLISTEES IN THE NAVY MARINE CORPS, OR COAST GUARD: I understand that if I MARINE CORPS, OR COAST GUARD: I understand that if I am serving on a naval vessel in foreign waters, and my snilstment expires, I will be returned to the United States for discharge as soon as possible consistent with my desires. However, if essential to the public interest, I understand that I may be retained on active duty until the vessel returns to the United States. If I am retained under these circumstances, I understand I will be discharged not later than 30 days after my return to the United States; and, that except in time of war, I will be entitled to an increase in basic pay of 25 percent from the date my enlistment expires to the date of my discharge.
- 12. FOR ALL MALE APPLICANTS: Completion of this form constitutes registration with the Selective Service System in accordance with the Military Selective Service Act. Incident thereto the Department of Defense may transmit my name, permanent address, military address, Social Security Number, and birthdate to the Selective Service System for recording as evidence of the registration.

elimitals of Enlistee/Reunlistee) Biomatrically Signed

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**5)(6)** 

NAME OF ENLISTEE/REENLISTEE (Last, Fire	t, Middle)	ī sc	CIAL SECURITY NO. OF E	NI ISTEF/REFNI ISTEF
LANÇASTER BENJAMIN QUADE		. (5)	(e)	
	D. CERTIFICATION	NAND ACCEPT	ANCE .	
13a. My acceptance for enlistment is information is faise or incorrect, this enl by a Federal, civilian, or military court an	istment may be voided o	or terminated admi	in my application for eni nistratively by the Govern	etment describet that
I certify that I have carefully read this C and how they may affect this agrethat only those agreements in Sectio honored. I also understand that an Section B or the attached annex(es) a	ement. Any questions on B and Section C of Ny other promises or a	this document o	isined to my satisfaction recorded on the attack tio me by anyone the	i fully understand
b. SIGNATURE OF ENLISTEE/REENLISTEE Blometrically Signed	E		DATE SIGNED (YYYYMANDO	· <i>閱</i> .
14. SERVICE REPRESENTATIVE CERT	IFICATION .		160614 12:07:26	Ser',
On behalf of the United States (list brail accept this applicant for enlistment. I that only those agreements in Section B by any person are not effective and will recognificative.	nch of service) NAVY have witnessed the sign of this form and in the a	ature in item 13b	to the document of certification of the control of the certification of	y that I have explained y other promises made
(a)(a)	c. PAY GRA GS-5		UNIT COMMAND NAME NAME CRUITING DIS	TRICT
e. SIGNATURE (5)(6) Biometrically Signed	1. DATE SIG (YYYYMMO) 20160614	NED 9.	UNIT/COMMAND ADDRES US FON 17052	S (City, Sizie, ZIP Gode)
Treatment and the second secon	FIRMATION OF ENLI			
the Constitution of the United States again and that I will obey the orders of the Presk regulations and the Uniform Code of Milita 16. IN THE NATIONAL GUARD (ARMY C	cont of the United States try Justice. So have med	nd domestic; that	swear (or affirm) that I will I will bear true falth and a the officers appointed ov	llanianea ta tha
i, the Constitution of the United States and the Constitution of the United States and the Comestic; that I will bear true faith and alle	he State of Address		wear (or affirm) that I will against all enem	ies foreign and
and the Governor of and regulations. So help me God.	and th	e orders of the off	cers appointed over me,	according to law
17. IN THE NATIONAL GUARD (ARMY O	RAIR):	f this	day of	
In the		ard and as a Rese	rve of the United States ( bership in the	list branch of service)
National Guard of the United States for p conditions prescribed by law, unless soon	period ofye or discharged by proper a	pare.	months,	days, under the
18.a. SIGNATURE OF ENLISTEE/REENLISTE	E (5)(6)	b.	DATE SIGNED (YYYYMMDO)	
Blometrically Signed	14.1	20	160614 14:30:32	
19. ENLISTMENT/REENLISTMENT OFFICE. The above of the state of the stat	CER CERTIFICATION scribed, and duly sworn	to (or affirmed) be	fore me this date.	
b) (6) Resident State of the st	c. Pây grai 0-3	DE d.	UNIT/COMMAND NAME USTON MEPS	
SIGNATURE (D)(G)  Biometrically Signed	DATESIGN (YYYYMDD) 20160814 14	Ho	UNIT/COMMAND ADDRES! USTON 77052	(City, State, ZIP Code)
(histori Elitere/Resnistes) Biometrical			VENV	
DD FORM 4/2, OCT 2007	PREVIOUSE	DITION IS OBSOLE	TE. (5)(	

(b)(6)

NAME OF ENLISTEE/REENLISTEE (Las), Frat, Middle	)	SOCIAL SECURITY NO. OF ENL	ISTEE/REENLISTEE
LANCASTER BENJAMIN QUADE		(D)(D)	
F. DISCHARGE F	ROM/DELAYED ENTRY/E	NLISTMENT PROGRAM	
20a, 1 request to be discharged from the Delay.	ed Entry/Enlistment Program (	DEP) and enlisted in the Regular Co	moonent of the
United States (list branch of service) NAVY			years and
0 weeks. No changes have bee	n made to my enlistment optic	ons OR if changes were madelihay a	
Annex(es) A	·		
			<u>.</u>
which replace(s) Annex(es)	•		
	• •		
b. SIGNATURE OF DELAYED ENTRY/ENLISTMEN Biometrically Signed	IT PROGRAMEN(D)(G)	c. DATESIGNED (YYYYMMOD) 20160907 09:46:51	
G. APPROVAL AN	D ACCEPTANCE BY SER	VICE REPRESENTATIVE	
21. SERVICE REPRESENTATIVE CERTIFICAT	rion ·		<u> </u>
a. This enlistee is discharged from the Reserve	Component shown in Item 8 a	ind is accepted for enlistment in the i	Regular.
Component of the United States (iist branch of ser	vice) NAVY	In pay grad	
b. MAME a set Flort Lands)	c. PAY GRADE GS-5	d. UNIT/COMMAND NAME USN RECRUITING DISTRICT	<del></del>
SIGNATURE (5)(6)  Biometrically Signed	1. DATE SIGNED (YOUTHOUD) 20160907 09:46:51	g. UNIT/COMMAND ADDRESS (City HOUSTON TX 77052-	<del></del>
	ATION OF ENLISTMENT		·
22a. IN A REGULAR COMPONENT OF THE A	MEDIFORCES:		
I, BENJAMIN QUADE LANCASTER	, do sole	nnly swear (or affirm) that I will supp	ort and defend
the Constitution of the United States against all	enemies, foreign and domestic	o; that I will bear true faith and allegi	ance to the same;
and that I will obey the orders of the President,	If the United States and the c	orders of the officers appointed over	me secording to
regulations and the Uniform Code of Military Just		or the unions appointed oron	met georging to
Takens and the Children Good Children's Sus	ice. So help me Goo.	•	
b. SIGNATURE OF ENLISTEE/REENLISTEE	(Þ)(G) · · ·	C. DATE SIGNED (YYYYMMOD)	<del></del>
Biometrically Signed		20160907 12:21:24	
23. ENLISTMENT OFFICER CERTIFICATION			
. The aboys oath was administered, subscribe	d, and duly sworn to (or affirm	ed) before me this date.	
5)(5))	c. PAY GRADE	d. UNIT/COMMAND NAME	
e. SIGNATURE (b)(6)	O-3	G. UNIT/COMMAND ADDRESS (City,	Clair 710 Carlos
Biometrically Signed	(YYYYMMDD) 20160907 12;21:24	HOUSTON TX 77052-	Siese, 2(P Code)
(Initials of Enlistes/Reenlistee) Biometrically Sig	ned		······
DD FORM 4/3, OCT 2007	PREVIOUS EDITION IS OBSC	(5)Y(6)V	

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#### **Enlistment Guarantees**

COMNAVCRUITCOMINS 1130.8

Name (LAST, FIRST, MIDDLE, JR., ETC.) LANCASTER, BENJAMIN, QUADE Social Security Number

1. ACKNOWLEDGEMENT: In connection with my enlistment into the United States Navy ( Active ) Componential terrobytacknowledge that I am enlisting for a total Military Service Obligation (MSO) of 8 years. I fully understand and acknowledge that my MSO consists of an active duty obligation of 5 years as indicated in the options listed below with the remaining months of my MSO served in the Individual Ready Reserve (IRR). I understand my contract has the following guaranteed options which require the indicated active duty service obligation(s):

Option1	QUARTERMASTER (QM/5YO) CLASS "A" SCHOOL GUARANTEE (T+X)	
	requires 4 years active duty obligation and a voluntary extension of 12 months to meet the rating, school, and program guarantee active duty obligation requirement and a voluntary extension of N/A months meet the enlistment bonus requirement.	s to
Option 2	N/A N/A	
Option 3	N/A N/A	_
Option 4	N/A	

- 2. I understand that I must be fully qualified at all times throughout my obligated service for all security, professional, military, physical, psychological, and academic requirements of the options guaranteed in the above section, and that my eligibility will be rechecked during recruit training and periodically throughout my enlistment.
- 3. The Navy will enroll me in the guaranteed options specified above. If, during the periodic reviews of my eligibility, I am found no longer eligible for the options listed above because of information I provided in my enlistment application; because of a physical or psychological disqualification; or because of some reason that is not due to my fault-negligence, or conduct, I may choose to be reclassified for an enlistment training program for which I'm qualified and a vacancy exists. In any event, the Navy may, at its option, choose to discharge me.
- 4. If I am not enrolled in the guaranteed options specified above because of some reason that is due to my fault, negligence, or conduct or if I am disenrolled for any other reason not specified integraphs, then I lose that guarantee and, at the Navy's option, remain subject to continued Naval service. I also understand that if I am a tisined, I may be required to serve the rest of my enlistment. If given accelerated advancement, post-apprentice training, or any enlistment incentive, I may incur additional service as required by regulation. The Navy may, at its option, discharge me in accordance withten and regulation.
- Piace your initials in the applicable blocks:

I have read and received a copy of the Classifier Baling/Program Fact Sheet for the Rating/Program for which I am enlisting and the Statement(s) of Understanding required.	1308
I understand that in order to receive the amistment bonus option that I must remain qualified and serve in the rating/program listed in Option 1.	N/A
I understand that I may waive my homeout option while at recruit training and become eligible for assignment at the needs of the Navy diffraccept reclassification to another enlistment training program for any reason, then I understand the homeout guarantee option becomes null and void.	N/A

(b)(s)

Jun 14, 2016 (b)(s)

Jun 14, 2016

PRIVACY ACTIONTHIS document contains information covered under the Privacy Act of 1974, 5 USC 552a and its various implementing regulations and must be protected in accordance with those provisions. You, the recipientiuser, are obliged to maintain it in a safe, secure analiconfidential manner. Re-disclosure without consent or as permitted bylaw is prohibited. Unauthorized re-disclosure or failure to maintain confidentiality subjects you to application of appropriate sanctions. If you have received this correspondence in error, please notify the failure introduction and destroy any copies you have made.

Annex

A to DD Form 4 dated Jun 14, 2016

**NAVCRUIT 1133/52** 

(Rev 01-2016)